Please read these terms and conditions set out below and note, in particular, the important conditions relating to *Our Contract with You* (clause 2), *Duration of Contract* (clause 3), *Ownership of the Alarm System* (clause 4.6), *Price and Payment* (clause 7), *Our Liability to You* (clause 8), *Your Obligations* (clause 9) and *Ending the Contract* (clause 11).

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

(a) **Alarm System:** the equipment or components to be installed at the Premises described in the System Design Proposal, on Our Website and/or as agreed with You from time to time;

(b) **Service:** the monitoring and/or maintenance service and any other services to be provided by Us to You as set out in the System Design Proposal, on Our Website or as otherwise agreed with You from time to time;

(c) **Alert:** an alert transmitted from the Alarm System in the event of the Alarm System detecting a breach or other relevant activation at the Premises;

(d) **Charges:** the charges for the Alarm System and/or the Service as set out in the System Design Proposal, in the Price List or as may otherwise be agreed with You and set out in an invoice or other document issued to You;

(e) **Contract:** these Terms, the System Design Proposal and any other documents referred to in the Terms or the System Design Proposal (including documents posted on Our Website);

(f) **Emergency Instructions:** the instructions given by You to Us as to the steps to be taken in the event of a particular Alert to include the emergency instructions relating to the Alert including details relating to Your nominated keyholders and verification word;

(g) **Emergency Service Provider:** includes An Garda Síochána, fire authorities, the state health services or any other provider of an emergency service;

(h) **Event Outside Our Control:** is defined in clause 10.1;

(i) **Further Minimum Term:** a minimum term for which the Service will be provided to You as set out in an invoice pack and/or in any other documents issued to You or as We may otherwise agree with You from time to time;

(j) **Minimum Term:** a minimum term for which the Service will be provided to You as set out in the System Design Proposal or as We may otherwise agree with You from time to time;

(k) **Order:** Your order for the Alarm System and/or the Service, the details of which are set out in the System Design Proposal;

(l) **Premises:** the address at which the Alarm System will be installed as set out in the System Design Proposal;

(m) **Price List:** Our price list(s) on Our Website as may be updated from time to time;

(n) **Retained Property:** the external 'decoy' bell box and any other components of the Alarm System in respect of which ownership will remain with Us, as detailed in clause 4.6 (b) or as otherwise agreed with You from time to time;

(o) **System Design Proposal:** the form sent by Us to You setting out details and payment options and payment details for the Alarm System and/or the Service to be provided to You should Your Order be accepted;

(p) **Terms:** the terms and conditions set out in this document;

(q) **We/Our/Us:** PhoneWatch Limited, Unit 3/4 Sandyford Park, Burton Hall Road, Sandyford Industrial Estate, Dublin 18 and, where applicable, Our employees, agents or subcontractors;

(r) **Website:** www.phonewatch.ie; and

(s) **You/Your** or **Customer:** the customer that enters into the Contract with Us as set out on the System Design Proposal.

2. OUR CONTRACT WITH YOU

2.1 These are the Terms on which we install the Alarm System and/or provide the Service to you. Please ensure that you read these Terms carefully, and check that the details on the System Design Proposal and in these Terms are complete and accurate before you sign and submit the System Design Proposal. If you think that there is a mistake or require any changes, please contact Us to discuss and agree.

2.2 When you sign and submit the System Design Proposal to Us, this does not mean We have accepted Your Order. Our acceptance of Your Order will take place as described in clause 2.3. If we are unable to provide You with the Alarm System and/or the Service, We will inform You of this, in writing or otherwise, and We will not confirm acceptance of Your Order.

2.3 These Terms will become binding on You and Us when We accept the terms of Your System Design Proposal by contacting You to confirm at which point Your Order is confirmed and the Contract will come into existence between You and Us.

2.4 If any of these Terms conflict with any term of the System Design Proposal, the System Design Proposal will take priority.

2.5 We shall assign You a customer account number and inform You of it when We confirm acceptance of Your Order. Please quote the customer account number in all subsequent correspondence with Us relating to the Alarm System and/or the Service.

3. DURATION OF CONTRACT

3.1 The Contract will come into existence as described in clause 2.3. Unless terminated earlier in accordance with clause 12, the Contract will remain in force for the Minimum Term. Unless otherwise agreed by You and Us (for example by agreeing a Further Minimum Term), the Contract will automatically renew after the Minimum Term for subsequent rolling monthly terms.

3.2 Either party may give written notice to the other party not later than 90 days before the end of the Minimum Term or a Further Minimum Term to terminate the Contract at the end of the Minimum Term or the Further Minimum Term, as the case may be.

4. ALARM SYSTEM & ACCESS TO THE PREMISES

4.1 When Your Order has been accepted, We will install the Alarm System at the Premises.

4.2 Delivery handover of the Alarm System shall take place when We complete the installation of the Alarm System at the Premises. Any dates and times for delivery and/or installation of the Alarm System set out in the System Design Proposal are approximate only and We shall not be liable for any delay in delivery or installation of the Alarm System.

4.3 In order to perform Our obligations under the Contract, You hereby grant Us such rights over, and access to, the Premises as are necessary for Us to install the Alarm System and/or provide the Service to You from time to time, upon giving You reasonable notice (save in any emergency): (i) to enter those parts of the Premises to the extent that they are required for the purposes of the installation of the Alarm System; (ii) to perform installation, maintenance, adjustment, repair, replacement, renewal, inspection or removal work at or on the Premises from time to time; and/or (iii) to bring upon, install and keep installed and operate at or on the Premises equipment and the maintenance of such equipment, as applicable.

4.4 You will at Your own expense provide or procure whatever further rights over the Premises We require from any landlord and/or successor in title and/or any other person with an interest in the

Premises whose consent is legally required to enable Us to exercise the rights over the Premises granted pursuant to clause 4.3 and You will enter into any necessary additional documentation to give effect to the grant of such rights. You warrant that You are the current occupier of the Premises and are either the freeholder or a tenant of the Premises under a lease of 12 months or more and that You are over 18 years of age and legally entitled to enter the Contract.

4.5 Each party shall at all times comply with all reasonable instructions of the other party or any third party pursuant to any rights over the Premises obtained in accordance with this clause 4.

4.6 **OWNERSHIP OF THE ALARM SYSTEM**

a) Rental Customers

If Your Contract with Us is a rental agreement, We retain ownership of the Alarm System at all times and the Alarm System is provided to You on a rental basis only. The Alarm System shall be returned to Us on the termination of the Contract and You agree to allow Us access to the Premises for the purpose of removing the Alarm System. Such access will be at a reasonably convenient pre-determined time. We reserve the right to charge a de-install fee and You will be advised of any such Charges. If such access cannot be reasonably provided then We reserve the right to invoice You for the full cost of the Alarm System together with the reasonable costs incurred by Us in an effort to reclaim Our property.

b) Other Customers

If Your Contract with Us is not a rental agreement (as described on the System Design Proposal), the property in the Alarm System (except Retained Property) shall not pass to You until We have received, in cleared-funds, payment of the Charges which are then due. We retain ownership of the Retained Property at all times. Retained Property shall be returned to Us on the termination of the Contract and You agree to allow Us access to the Premises for the purpose of removing such Retained Property. Such access will be at a reasonably convenient pre-determined time. We reserve the right to charge a de-install fee and You will be advised of any such Charges. If such access cannot be reasonably provided then We reserve the right to invoice You for the full cost of the Retained Property in question together with the reasonable costs incurred by Us in an effort to reclaim Our property.

5. THE SERVICE

5.1 We will provide the Service to You for the duration of the Contract.

5.2 We will make every effort to provide the Service to You. However, We may be prevented from doing so due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

5.3 You are responsible for ensuring that Emergency Instructions provided to Us by You are accurate and for giving Us any necessary information to allow Us to provide the Service in accordance with the terms of the Contract. Emergency Instructions relating to an Alert will be subject to the relevant Emergency Service Provider's policy from time to time.

5.4 We have the right to change or suspend all or part of the Service where We reasonably determine that any technical modification or change in Our trading, operating or business practices or policy is necessary to maintain or improve the Service which We provide to You, including: (a) interrupting or suspending the Service due to an emergency, for the purposes of repair, maintenance, improvement or because of technical problems or other operational reasons; (b) where there is any change or amendment to any law or regulation which applies to Our trading, operating or business practices or policy; and/or (c) where, in Our reasonable opinion, it is otherwise necessary or desirable to do so. You agree that such changes do not constitute changes to the contractual conditions of the Service.

5.5 Where practicable, We will give notice to You prior to the changes to the Service being introduced. We will also publish details of any changes (including the operative date) on Our Website as soon as possible prior to the changes being introduced.

5.6 If any claim is made or threatened, whether by legal proceedings or otherwise, against Us by an Emergency Service Provider on the grounds that the operation of the Service resulted in the provision of services or attendance by such persons at the Premises without just and sufficient

cause and that costs and expenses were incurred by such persons, You shall (except where caused by Our negligence or breach of Contract) compensate Us in respect of all costs, fees and expenses incurred by Us as a result.

5.7 The Service provided does not include visits to the Premises (or additional time spent at the Premises) for the purpose of:

(a) rectifying any failure or malfunction of the Alarm System and/or the Service caused directly or indirectly by accident, neglect, misuse (other than for the use for which it was intended) or by adverse environment conditions, electrical current fluctuations (including failure of electrical power) or deliberate damage resulting from reckless, negligent or careless conduct (including omission) by You or resulting from wear and tear other than in respect of any failure or malfunction resulting from fair wear and tear;

(b) remedial maintenance necessitated by the undertaking of work on the Alarm System (including moving relocation, conversion or adaptation) by anyone other than Us, unless approved by Us; and/or

(c) remedial maintenance necessitated by Event Outside Our Control.

5.8 If You do not pay Us for the Service when You are supposed to as set out in clause 7.1, We may suspend the Service with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice in accordance with clause 7.6). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 7.5 or any of Our other rights.

6. IF THERE IS A PROBLEM WITH THE ALARM SYSTEM AND/OR THE SERVICE

6.1 The Alarm System will correspond with the product warranty as set out on Our Website which is subject to the conditions set out below in this clause 6. The warranty does not extend to parts, materials or equipment supplied to You by persons other than Us and We will not be liable for any defect arising from: (a) failure by You to follow instructions given by Us or from misuse of the Alarm System; (b) the undertaking of work on the Alarm System (including alteration, reinstallation, moving, relocation, conversion or adaptation or repair of the System) by persons other than Us; and/or (c) fair wear and tear.

6.2 You will not be entitled to replacement parts of the Alarm System free of charge where the part is no longer available from the manufacturer and/or is obsolete. We will notify You if a requested part is unavailable. We will not be liable for any loss or damage suffered by You resulting from such unavailability or obsolescence.

6.3 In the event that there is any defect with the Alarm System and/or the Service, please contact Us and tell Us as soon as reasonably possible and We will use every effort to repair or fix the defect as soon as reasonably practicable.

6.4 Except as expressly stated in the Contract, all conditions, terms, warranties and representations whether express or implied by law in relation to the provision of the Alarm System and/or the Service are excluded to the fullest extent permitted by applicable law.

7. PRICE AND PAYMENT

7.1 You will pay Us the Charges in accordance with the payment terms set out in the System Design Proposal or as may be otherwise agreed with You.

7.2 We will charge You in advance for the Charges for the Alarm System and/or the Service for the Minimum Term and, thereafter, in advance for any Further Minimum Term or on a monthly basis if You have not entered into a Further Minimum Term. If You choose to pay by direct debit We will only send invoices to You where You so request. Additional Charges may apply from time to time where additional non-standard maintenance is required and any such Charges will be agreed with You. Unless otherwise agreed with Us, You must pay each invoice in cleared monies within one month of the date of the relevant invoice.

7.3 The Charges may change at any time and You will be notified in writing of any increase to the Charges in accordance with clause 12.2.

7.4 Unless otherwise set out in the System Design Proposal or in an invoice or other document issued to You, the Charges are inclusive of VAT. However, if the rate of VAT changes between the date of the confirmation of acceptance of Your Order and the date of installation of the Alarm System or the start of the Service, We will adjust the rate of VAT that You pay, unless You have already paid the Charges in full before the change in the rate of VAT takes effect.

7.5 If You do not pay the Charges by the due date for payment, We may charge interest to You on the overdue amount at the rate of 3% a year above the EURIBOR from time to time. The EURIBOR rate on any given day is available at http://www.euribor-ebf.eu/. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue Charges.

7.6 However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 7.5 will not apply for the period of the dispute.

7.7 We reserve the right to charge for any work done by Us in relation to the Alarm System and/or the Service which is attributable to a failure by You to perform Your obligations under the Contract and We will advise You of the Charges involved.

7.8 Where payment is made by You to Us by direct debit via a payment service provider (which would include Your bank) and You exercise Your rights to seek a refund from Your payment service provider, You will still be liable for the amount of the cancelled direct debit and We will be entitled to pursue You for recovery of any such amount. If You are not a consumer, You waive any rights that You have to seek such a refund from Your payment service provider and You shall follow the procedures detailed on Our Website from time to time in this regard.

8. OUR LIABILITY TO YOU

8.1 You acknowledge that We are not an insurer and that We shall have no liability whatsoever for any loss suffered by You at the Premises or to the contents of the Premises. We make no guarantee or warranty that the Alarm System and/or the Service will avert or prevent occurrences or the consequences of occurrences which the Alarm System and/or the Service are intended to detect.

8.2 Notwithstanding clause 8.1 above, should We be held liable for any loss, damage, expense or injury arising out of or in connection with any defect or malfunction of the Alarm System and/or the provision of the Service or in respect of any failure, interruption, or restriction of the Alarm System and/or the Service caused by any act, omission or negligence of ours, Our total aggregate liability (whether in contract, tort or otherwise) shall not exceed fifteen thousand euro (€15,000).

8.3 We shall have no liability to You under any circumstances for any special, consequential or indirect loss whatsoever, or for any economic loss (including loss of profits, loss of business, depletion of goodwill or loss of business opportunity) even if We have been advised of the possibility of such losses.

8.4 We will make good any damage to the Premises caused by Us in the course of installation of the Alarm System or performance of the Service. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of installation and We will have no obligation to perform work to restore the Premises to its pre-installation condition after the removal by Us of Retained Property in accordance with the Terms.

8.5 We do not exclude or limit in any way Our liability for: (a) death or personal injury caused by Our negligence; (b) fraud or fraudulent misrepresentation; and/or (c) any other liability which may not be excluded or limited under applicable law.

9. YOUR OBLIGATIONS

9.1 You shall test the Alarm System on a monthly basis in accordance with the instructions set out in the user manual, on Our Website or otherwise provided to You from time to time and You shall promptly report any defects to Us.

9.2 You are responsible for ensuring that the Alarm System is at all times kept safely and properly used and in this regard You agree that:

(a) while the Alarm System is not in use, electricity supplied to it is not turned off;

(b) You shall not dispose of or deal with the Alarm System in any way by, for example, trying to sell it or hire it to anyone else, or by putting it up as security for a loan, mortgage or charge, or allow the Alarm System to be seized under any legal process;

(c) You shall not move the Alarm System to another location without Our prior written consent;

(d) You shall not remove, tamper with or obliterate any words or labels on the Alarm System;

(e) You shall take proper care at all times to use the Alarm System in accordance with the user manual provided to You on installation;

(f) You shall not allow third parties to service, maintain, add to and/or remove from the Alarm System in part or in total; and

(g) You will comply with any other requirements notified to You by Us from time to time.

9.3 You shall afford Us all reasonable cooperation for the purpose of installing the Alarm System and providing the Service, in particular, You shall make available adequate and suitable power supply, power points, electrical fittings, broadband connectivity and telephone lines and fittings at the Premises.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable to You under the Contract, for any delay or failure by Us to provide any element of the Alarm System or the Service where such delay or failure is caused by any event outside Our reasonable control including severe weather conditions, burglary, vandalism, civil disorder, terrorist activity, war, government action, strikes, lock-outs or other industrial disputes, failure of a utility service and/or any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, electricity or electronic telecommunications service provider, Emergency Service Provider or a relevant regulatory authority ("**Event Outside Our Control**").

10.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms, We will contact You as soon as reasonably possible to notify You. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our provision of the Service to You, We will restart the Service as soon as reasonably possible after the Event Outside Our Control is over.

11. ENDING THE CONTRACT

Your Right to End the Contract

11.1 Before We begin to provide the Service, You have the following right to cancel an Order, in addition to Your rights to end the Contract in accordance with clause 12.2:

You may cancel Your Order within one month of placing the Order by contacting Us. We will confirm Your cancellation in writing to You. If You cancel an Order under this clause 11.1 and You have made payment of some or all of the Charges in advance for the Service that has not been provided to You, We will have no obligation to perform work to restore the Premises to its pre-installation condition after the removal by Us of the Alarm System.

11.2 Once We have begun to provide the Service to You, You may end the Contract at any time by providing Us with 90 days notice in writing. Should You end the Contract in this manner during the Minimum Term or any Further Minimum Term, We will require payment of all of the Charges or any part of Charges not yet paid by You to Us for the remaining duration of the Minimum Term or the Further Minimum Term, as the case may be.

Our Right to End the Contract

11.3 Once We have begun to provide the Service to You, We may end the Contract at any time by providing You with at least one month's notice in writing. If We cancel the Contract in accordance with this clause 11.2 and You have made any payment in advance for the Service that has not been provided to You for the remaining portion of the Minimum Term or the Further Minimum Term, We will refund these amounts to You.

11.4 We may end the Contract at any time with immediate effect by giving You written notice if You do not pay Us the Charges when You are required to. This does not affect Our right to charge You interest under clause 7.5 or any of Our other rights.

Mutual Right to End the Contract

11.5 Once We have begun to provide the Service to You, either You or We ("notifying party") may end the Contract, with immediate effect by giving written notice to the other party ("affected party") if:

(a) the affected party breaks the Contract in any material way and does not correct or fix the situation within one month of being asked to in writing;

(b) the affected party (being a company or other business entity) has a receiver, manager, examiner, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business or enters into liquidation (whether compulsory or voluntary); or

(c) the affected party (being an individual) is adjudged bankrupt or makes any composition or arrangement with its creditors or suffers distress or execution to be levied on the Premises.

12. CHANGES TO TERMS

12.1 We may revise these Terms from time to time including in the following circumstances:

(a) changes to the Charges;

(b) changes to the payment terms set out in the System Design Proposal and/or changes to how We accept payment from You;

(c) changes in relevant laws and regulatory requirements; and/or

(d) other changes to the Contract.

12.2 If We revise these Terms under clause 12.1, We will give You at least one month's written notice of any changes to these Terms before they take effect. In the case of an increase in the Charges or a material change to the scope of the Service to Your detriment, You will then have a period of one month during which You can choose to cancel the Contract by giving Us written notice. Failure to cancel the Contract within this period will constitute acceptance of Our changes to these Terms.

13. YOUR INFORMATION

13.1 We will use the personal information You provide to Us to in accordance with Our Data Protection Policy which is set out on Our Website.

14. OTHER IMPORTANT TERMS

14.1 When We use the words "writing" or "written" in these Terms, this will include e-mail and SMS unless We say otherwise. When We use the word "including", it is to be read as "including, without limitation". Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Terms are for convenience only and shall not affect their interpretation.

14.2 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the Contract), You can send this to Us by e-mail, by hand, or by pre-paid post to the address set out on Our Website. We will confirm receipt of this by contacting You. If We have to contact You or give You notice in writing, We will do so by e-mail, by SMS, by hand, or by pre-paid post to the Premises as set out in the System Design Proposal. Alternatively, We may deliver notices to You by online announcement message on Our Website,

by a notice in such number of national newspapers as We may determine or any other appropriate method.

14.3 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You if this happens, but this will not affect Your rights or Our obligations under these Terms.

14.4 You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

14.5 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

14.6 These Terms do not in any way affect Your statutory rights if You are a consumer.

14.7 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.8 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

14.9 These Terms and the Contract are governed by Irish law. You and We both agree to submit to the exclusive jurisdiction of the Irish courts.

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